



**STATEMENT OF PROCEEDINGS FOR THE
REGULAR MEETING OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES HELD IN ROOM 381B
OF THE KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012**

Tuesday, December 15, 2009

9:30 AM

23. Recommendation: Approve and instruct the Chair to sign an amendment to the agreement with Election Systems & Software, Inc., which provides the County with voting equipment, software licenses, hardware and software maintenance and support services, collectively the Precinct Ballot Reader System, to modify the Statement of Work by deleting Phase II of the required work and reallocate \$445,668 to "Pool Dollars" for any future Precinct Ballot Reader System needs, effective upon Board approval. *(NOTE: The Chief Information Officer recommended approval of this item.)*

(Registrar-Recorder/County Clerk) (09-2795)

On motion of Supervisor Antonovich, seconded by Supervisor Molina, this item was approved.

Ayes: 5 - Supervisor Ridley-Thomas, Supervisor Yaroslavsky, Supervisor Knabe, Supervisor Antonovich and Supervisor Molina

Attachments: Board Letter

Agreement No. 77205

The foregoing is a fair statement of the proceedings of the regular meeting held December 15, 2009, by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

Sachi A. Hamai, Executive Officer
Executive Officer-Clerk
of the Board of Supervisors

By Sachi A. Hamai

Sachi A. Hamai
Executive Officer

ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By Lachelle Smith Deputy





COUNTY OF LOS ANGELES

REGISTRAR-RECORDER/COUNTY CLERK

12400 Imperial Highway – P.O. Box 1024, Norwalk, California 90651-1024 – www.lavote.net

DEAN C. LOGAN

Registrar-Recorder/County Clerk

December 15, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

23

DEC 15 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AMENDMENT NUMBER ONE TO
AGREEMENT #7100601 WITH ELECTION SYSTEMS & SOFTWARE, INC. FOR
HAVA REQUIRED INKAVOTE ENHANCEMENT EQUIPMENT & SERVICES
(All Supervisorial Districts) (3 Votes Required)**

**CIO RECOMMENDATION: (X) APPROVE () APPROVE WITH MODIFICATION
() DISAPPROVE**

SUBJECT

Request approval of Amendment Number One to the Agreement with Election Systems & Software to amend the Statement of Work by deleting Phase II, and reallocate funds for any future needs of the County's Precinct Ballot Reader (PBR) System. For reference purposes, this system is also often referred to as the InkaVote *Plus* system.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to sign Amendment Number One ("Amendment Number One") to Agreement #7100601 (Agreement) with Election Systems & Software, Inc. (ES&S), which provides County with voting equipment, software licenses, hardware and software maintenance and support services (collectively the PBR System), to modify the Statement of Work (SOW) to delete Phase II of the required work and reallocate \$445,668 to "Pool Dollars" for any future PBR System needs, to be effective upon Board approval. Amendment Number One will not impact the County General Fund.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

Phase II of the contract's SOW contemplates the implementation of a Vote Manager System that would integrate the PBR System with the County's central tabulation system. When the contract was negotiated with ES&S in 2006, it was the intent of the Department to procure the PBR System not only for compliance with the Help America Vote Act (HAVA) of 2002, but also to tally the voted ballots at the precinct, based on an expectation that results could be wirelessly transmitted to the Voter Manager server at the central tally site in order to post election results within one hour of the closing of polling places election night. At the time, this was perceived as a benefit to the County, which spends millions of dollars each major election on the logistics of securely transporting ballots to Norwalk for central tabulation on election night. As long as the ballots were being read at the precinct for HAVA compliance, it made sense to use the system to tally the ballots as well assuming adequate safeguards were implemented to ensure security and transparency.

Subsequent to executing the agreement, legislation was introduced and enacted (California Elections Code section 19217), prohibiting electronic and wireless communication of election data from a polling place to the tabulation system. Additionally, current conditional use requirements for the PBR system, adopted in 2007, prohibit its use for official ballot tabulation, thereby rendering moving forward with implementation of Phase II impractical and of no value to the County.

A further disincentive to implementing a precinct tally system is the fact that such a system does not address the need to tally vote-by-mail (VBM) ballots on a separate central tally system. For major elections, the County typically receives 500,000 or more VBM ballots. The optical scan capabilities of the PBR System ballot reading device are too slow to use them as tabulators at the central tally site for this quantity of VBM ballots. This means the department would need to keep and maintain a separate high-speed central tally system just to handle the VBM process. Rather than increasing efficiency and lowering costs, the implementation of a precinct tally solution would increase the complexity and cost of the department's tally operations. For these reasons, the Department is recommending cancelation of Phase II.

A decision not to proceed with Phase II does not pose any additional risk to the Department. It has always been understood that the PBR System is an interim voting solution while the County charts a viable path forward in its strategic goal of modernizing the County's voting system. Given that the Phase I implementation of the PBR System achieves the desired goal of HAVA compliance and conditional use approval by the Secretary of State -- and that the County has already begun its Voting System Assessment Project (VSAP) to develop a strategic voting system modernization plan -- it is recommended that the County cancel the Phase II requirements of the SOW. Doing so will allow the County to formally accept the PBR System complete contract requirements, and focus its future efforts on finding a new voting system. The elimination of Phase II will not impact the use of the PBR system for compliance with the HAVA.

Implementation of Strategic Plan Goals

Goal 1: OPERATIONAL EFFECTIVENESS: Maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

Strategy 1: Fiscal Sustainability: Promote sound, prudent, and transparent short- and long-range fiscal policies and practices that help ensure maintenance of critical, high priority County public services despite cyclical economic conditions.

Canceling and deleting Phase II from the Agreement will allow other contract requirements to move forward and allow County to reallocate funds for future enhancements or other elements of the PBR System.

FISCAL IMPACT/FINANCING:

There is no fiscal impact to the County. The contract price for the Vote Manager component was \$445,668. These funds will be reallocated to contract pool dollars to be used for future PBR System needs. The total Contract Sum of \$45,184,766, which was fully funded by Federal Help America Vote Act (HAVA) funds, will remain unchanged. Expenditures related to the PBR System are HAVA reimbursable. There is no impact to the County general fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On April 18, 2006, your Board authorized the Registrar-Recorder/County Clerk (RR/CC) to execute the Agreement with ES&S upon the California Secretary of State (SOS) certification of the PBR System. The RR/CC executed the Agreement on April 25, 2006. Under the Agreement, Phase I of the SOW, the RR/CC purchased 4,900 PBRs and 4,900 Audio Ballot Booths (ABB) to be used at the polls on Election Day. The PBRs are used at the polls to meet federal HAVA requirements by allowing for 'second chance' voting. PBRs assist voters by scanning the ballot and alerting the voter of a blank ballot or over-voting on one or more contests. The ABB units also used at the polls, meet federal HAVA requirements by assisting disabled or visually impaired voters to vote privately and independently. Due to the large number of precincts required in Federal and Statewide elections, there was not enough equipment to place a PBR/ABB set in each precinct. On January 29, 2007, the RR/CC exercised its contractual option to purchase an additional 750 PBR and 750 ABB units for a total of 5,650 PBR/ABB units. To date, PBR/ABB units are used in every precinct on Election Day, used to train precinct officers and poll workers for Election Day assignments, and are loaned on an as needed basis to other election jurisdictions within the County of Los Angeles.

Phase II of the contract would have implemented a Vote Manager System that would integrate the PBR System with the County's central tabulation system for purposes of implementing precinct-based tabulation. At the time, it was the intent of the Department to use the PBR System not only for HAVA compliance, but also to tally the voted ballots at the precinct, which would be transmitted wirelessly to the Vote Manager server at the

central tally site. Although this was perceived as a great benefit to the County, growing concerns over the use of electronics in voting systems resulted in California Election Code 19217 which prohibits electronic and wireless communication of election data from a polling place to a tabulation system. Further, the conditional use requirements for the system, adopted by the Secretary of State in 2007, prohibit the use of the system for official ballot tabulation. Combined, these two factors eliminate the original perceived benefit of the Vote Manger.

Additionally, the PBR System as a reading device is too slow to use as a tabulator at the central tally site for the quantity of vote-by-mail (VBM) ballots received. As the County typically receives over 500,000 VBM ballots in major elections, a separate high-speed central tally system would be needed. This requirement would increase the complexity and cost of the Department's tally operations.

For these reasons, it is not feasible to proceed with Phase II of the Agreement. Canceling Phase II does not pose any additional risk to the County.

The PBR System was purchased as an interim voting solution while the County charts a viable path forward in its strategic goal of modernizing the County's voting system. Phase I of the Agreement, implementation of the PBR System, achieved the desired goal of HAVA compliance and the County has already begun its Voting System Assessment Project (VSAP) to develop a strategic voting system modernization plan. Canceling Phase II requirements of the SOW will allow the County to focus on acquiring a new voting system.

ES&S is in compliance with all Board, Chief Executive Officer, and County Counsel requirements.

This Board letter has been reviewed and approved by County Counsel, Chief Executive Office, and Chief Information Office. Because this recommendation is for the cancellation of a specific stand-alone component of the Agreement that is no longer feasible, a CIO analysis is not required. However, the CIO's Office has reviewed this Board letter and provided the necessary feedback. Amendment Number One has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

The recommended action is an amendment to an existing Agreement with ES&S, contract #7100601. There was no additional contracting process. In addition, the Agreement with ES&S is not a Proposition A contract and therefore not subject to the Living Wage Program (County Code Chapter 2.201).

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The deletion of Phase II/Vote Manager component of the Agreement with ES&S will not have an adverse affect on the County as the RR/CC will continue to use its existing vote tally system.


CONCLUSION

Upon approval of the recommended action, it is requested that the Executive Officer/Clerk of the Board return one adopted stamped copy of the approved Board letter to:

County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 7201
Norwalk, CA 90650
Attention: Ngozi Ume, Manager
Finance & Management Division

Respectfully submitted,

Reviewed by:



DEAN C. LOGAN

Registrar-Recorder/County Clerk



RICHARD SANCHEZ
Chief Information Officer

DCL:NU:EB:rl

Attachment (1)

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

ATTACHMENT ONE

**AMENDMENT NUMBER ONE
TO AGREEMENT NUMBER 7100601
BY AND BETWEEN
THE COUNTY OF LOS ANGELES AND
ELECTION SYSTEMS & SOFTWARE**

This Amendment Number One (this "Amendment Number One") to Agreement Number 7100601 dated April 25, 2006 (the "Agreement") by and between the County of Los Angeles ("County") and Election Systems and Software, ("Contractor") is made and entered into this 15th day of December 2009. County and Contractor are sometimes hereinafter referred to collectively as the "Parties" and each individually as a "Party."

WITNESSETH:

WHEREAS, the Agreement was originally approved by the County's Board of Supervisors on April 18, 2006 and executed by the Registrar-Recorder/County Clerk on April 25, 2006;

WHEREAS, under that certain Change Notice Number One to the Agreement dated June 2, 2006, the Agreement was amended to revise County's Project Manager;

WHEREAS, under that certain Change Notice Number Two to the Agreement dated September 15, 2006, the Agreement was further amended to, among other things: (i) revise Contractor's Project Manager; and (ii) replace Paragraph 21 (Notices) with a new Paragraph 21 (Notices);

WHEREAS, under that certain Change Notice Number Three to the Agreement dated May 16, 2008, the Agreement was further amended to purchase fifty (50) replacement lids for the Precinct Ballot Readers (PBR).

WHEREAS, Contractor and County wish to further amend the Agreement to among other things; (i) delete all tasks and deliverables in reference to Phase II of the Statement of Work; (ii) re-allocate funds for Other Professional Services; and (iii) replace Exhibit B (Price Schedule) with a new Exhibit B (Price and Schedule of Payments) (Revised September 1, 2009) to reflect the changes in the Statement of Work; and

WHEREAS, this Amendment Number One is made pursuant to Paragraph 6 (Change Orders and Amendments) of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agreement, as previously amended, is hereby further amended as follows:

1. Paragraph 8.4 is hereby deleted in its entirety and replaced with a new Paragraph 8.4 to read as follows:
 - 8.4 "Pool Dollars. Exhibit B (Price and Schedule of Payments) includes the aggregate pool dollars available for Change Orders for additional Goods & Services entered into pursuant to, and in accordance with, Paragraph 13.5 (Pool Dollars Work) (collectively, "Pool Dollars"). The aggregate amount of Pool Dollars available under this Agreement shall not exceed three million two hundred twenty-five thousand, six hundred sixty-eight dollars (\$3,225,668.00). Contractor acknowledges that, as of the Effective Date, County has not initiated, and the parties have not executed, any Change Order pursuant to Paragraph 6.1.2."
2. Exhibit B (Price and Schedule of Payments) of the Agreement is hereby deleted in its entirety and shall be replaced by a new Exhibit B (Price and Schedule of Payments) (Revised September 1, 2009), a true and correct copy of which is hereby attached and incorporated by this reference.
3. Exhibit C (Statement of Work) of the Agreement is hereby deleted in its entirety and shall be replaced by a new Exhibit C (Statement of Work) (Revised September 1, 2009), a true and correct copy of which is hereby attached and incorporated by this reference.
4. Except as otherwise provided under this Amendment Number One, the Agreement, as previously amended, and incorporating all preambles and recitals set forth herein and therein, shall remain unchanged and in full force and effect.

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**AMENDMENT NUMBER ONE
TO AGREEMENT NUMBER 7100601
BY AND BETWEEN
THE COUNTY OF LOS ANGELES AND
ELECTION SYSTEMS & SOFTWARE**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number One to be subscribed on its behalf by the Chairman of said Board and the Contractor has subscribed the same through its duly authorized officer as of the day, month and year first above written. The person signing on behalf of Contractor warrant under penalty of perjury that he or she is authorized to bind the Contractor.

ELECTION SYSTEMS & SOFTWARE

By Thomas E. Burt
AUTHORIZED SIGNATURE

Thomas E. Burt
PRINT OR TYPE NAME

Sr. Vice President
TITLE



ATTEST:

Sachi Hamai
Executive Officer-Clerk
Of the Board of Supervisors

By Lachelle Smitherman
Deputy

COUNTY OF LOS ANGELES

By: Gloria Molina
Gloria Molina, Chair
Board of Supervisors

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By Judy Whitehurst
Judy Whitehurst
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

23

DEC 15 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

County of Los Angeles
Registrar-Recorder/County Clerk

EXHIBIT B

PRICE AND SCHEDULE OF PAYMENTS

(Revised September 1, 2009)

HAVA REQUIRED INKAVOTE ENHANCEMENT

Contractor: Election Systems & Software, Inc.

INTRODUCTION

Exhibit B, Price and Schedule of Payments, represents a summary of all costs. The costs of PBR Software Maintenance & Support Services after the Initial Term, PBR Hardware Maintenance & Support Services, and Additional PBR Units are incurred only at County's election to procure such services in accordance with Paragraphs 13 and 19 of the Agreement, respectively.

Except as otherwise provided in this Exhibit B, payments by County to Contractor will be in accordance with Paragraphs 5, Work: Approval and Acceptance and Paragraph 10, Invoices and Payments, of the Agreement.

All deliverables require a Task/Deliverable Acceptance Certificate signed by the Contractor's Project Director prior to being sent to County for acceptance and approval by the County.

I. PRICING SUMMARY TABLE

CATEGORY		TOTAL COST
II.	PBR SYSTEM HARDWARE	\$17,495,940
III.	PBR SYSTEM SOFTWARE	\$1,566,732
IV.	THIRD PARTY HARDWARE AND SOFTWARE	\$0
V.	ADA COMPLIANT EQUIPMENT	\$4,541,700
VI.	ADMINISTRATIVE COSTS	\$542,600
VII.	TRAINING	\$0
SUBTOTAL:		\$24,146,972
VIII.	MAINTENANCE & SUPPORT SERVICES – PBR SYSTEM SOFTWARE	\$2,698,220
IX.	POOL DOLLARS	\$3,225,668
X.	ADDITIONAL PBR UNITS	\$3,793,889
XI.	MAINTENANCE & SUPPORT SERVICES – PBR SYSTEM HARDWARE	\$11,320,017
MAXIMUM CONTRACT AMOUNT:		\$45,184,766

III. PRICE: PBR SYSTEM SOFTWARE

(Any associated Maintenance & Support Services are addressed in Section VIII.)

ITEM NO.	PRODUCT PART/SKU #	DESCRIPTION	QTY	UNIT COST	SUBTOTAL	SALES TAX	TOTAL COST
3		Election Converter System Software	1	\$91,357	\$91,357	\$7,537	\$98,894
4		Vote Converter Software	0				
5		Election Loader Software	1	\$18,271	\$18,271	\$1,507	\$19,778
6		InkaVote Plus PBC Software	4,900	\$273	\$1,337,700	\$110,360	\$1,448,060
7		Vote Manager Software	0				
PBR SYSTEM SOFTWARE TOTAL							\$1,566,732

V. PRICE: ADA COMPLIANT EQUIPMENT

ITEM NO.	PRODUCT PART/SKU #	DESCRIPTION	QTY	UNIT COST	SUBTOTAL	SALES TAX	TOTAL COST
		InkaVote Accessible Booth	4,900	\$847	\$4,150,300	\$342,400	\$4,492,700
		Shipping, Handling & Insurance	4,900	\$10	\$49,000	N/A	\$49,000
EQUIPMENT PURCHASE TOTAL							\$4,541,700

VI. PRICE: ADMINISTRATIVE COSTS

(Include project management, performance bond, license fees, etc.)

Description of Administrative Cost	THROUGH FIRST ANNIVERSARY	SECOND YEAR	THIRD YEAR	FIRST OPTION YEAR	SECOND OPTION YEAR	THIRD OPTION YEARS	REMAINING OPTION YEARS
Project Management	\$228,000						
PBR InkaVote Acceptance Testing (First 500 units only) (1)	\$45,000						
L & A Testing (2)	3,600						
Election Support	36,000						
Performance Bond	\$230,000						

TOTAL ADMINISTRATIVE COSTS: \$542,600

- (1) ES&S personnel will be responsible for the conduct of acceptance testing for the first 500 PBR Units and Accessible Booths. For the remaining PBR Units and Booths, County personnel will be responsible for acceptance testing.
- (2) Services represent advising County personnel on the L&A testing of the PBR System. County has full responsibility for managing and executing this task.

VII. PRICE: TRAINING

COURSE DESCRIPTION	MAXIMUM COUNTY PERSONNEL PER COURSE	TRAINING DAYS (8 HOURS/DAY) PER COURSE	# OF COURSES (UP TO)	UNIT COST PER TRAINER DAY	TOTAL COST
A. TECHNICAL STAFF TRAINING					
InkaVote Operations Training	20	1	5	\$1,200 / Course	\$0
Election Day Troubleshooting Instructor Training	20	1	5	\$1,200 / Course	\$0
Subtotal					\$0
B. WAREHOUSE STAFF TRAINING					
Warehouse Training	20	1	5	\$1,200 / Course	\$0
Subtotal					\$0
C. TRAIN-THE-TRAINER					
Pollworker Train the Trainer	20	2	5	\$2,400 / Course	\$0
Subtotal					\$0
TOTAL TRAINING COSTS					\$0

IX.

PRICE: POOL DOLLARS WORK (ADDITIONAL GOODS AND SERVICES)

All payments and associated hours approved and paid by County for additional services/ancillary goods shall correspondingly reduce the maximum dollar amount available to County.

Contractor's Fixed Labor Rates are as follows:

<u>Job Title or Classification</u>	<u>Hourly Labor Rate</u>	<u>Daily Labor Rate *</u>
Senior Project Manager:	\$175	\$1,400
Application Support Resource:	\$175	\$1,400
Technical/Programming Support Resource:	\$175	\$1,400
Trainers:	\$150	\$1,200
Election Support:	\$175	\$1,400
Custom Programming Modifications:	\$175	\$1,400
Other personnel not listed above:		
Field Technical Services Resource	\$175	\$1,400

MAXIMUM CONTRACT OBLIGATION: \$3,225,668

* Daily Labor Rates are for an eight (8) hour day.

X. ADDITIONAL PBR UNITS

DESCRIPTION	QTY	UNIT COST	SUBTOTAL	SALES TAX	TOTAL COST
PBR Unit hardware, with two year Preventative Maintenance Warranty ordered during the term of the Agreement. (See Note 1)	750	\$3,280	\$2,460,000	\$202,950	\$2,662,950
Shipping, Handling & Insurance	750	\$20.00	\$15,000	N/A	\$15,000
InkaVote Accessible Booth	750	\$847	\$635,250	\$52,408	\$687,658
Shipping, Handling & Insurance	750	\$10.00	\$7,500	N/A	\$7,500
Application Software – InkaVote Plus PBC Software	750	\$273	\$204,750	\$16,892	\$221,642
PBR Unit Software Maintenance and Support Services (Third Year)	750	\$47	\$35,250	\$1,454	\$36,704
PBR Unit Software Maintenance and Support Services (First Option Year)	750	\$49	\$36,750	\$1,516	\$38,266
PBR Unit Software Maintenance and Support Services (Second Option Year)	750	\$51	\$38,250	\$1,578	\$39,828
PBR Unit Software Maintenance and Support Services (Third Option Year)	750	\$53	\$39,750	\$1,640	\$41,390
PBR Unit Software Maintenance and Support Services (Fourth Option Year)	750	\$55	\$41,250	\$1,702	\$42,952
PBR Unit Software Maintenance and Support Services (Remaining Option Years)	Prior Year Maintenance Fee, subject to 3.5% Increase				
Total Cost for Additional PBR Units (Note 2)					\$3,793,889

Note 1: The Unit Cost set forth above for the PBR Unit and Accessible Booth will apply for Units purchased prior to PBR System Acceptance. Units purchased after PBR System Acceptance and before the expiration of the initial term of the Agreement will be at a cost not to exceed 115% of the Unit Costs set forth above.

Note 2: Payment for Additional PBR Units delivered prior to PBR Acceptance will be made upon invoicing after Additional PBR Unit Acceptance in respect of such Additional PBR Units, subject to the hold back schedule set forth in Items 6.4 and 16.1 of the Schedule of Payments (Part XIV of this Exhibit B). For all Additional PBR Units delivered after the date of PBR System Acceptance, payment in respect of such Additional PBR Units shall be made in full upon invoicing after Additional PBR Unit Acceptance.

(Item No. should cross-reference to the Item No. in the applicable "Price" worksheet of the product being purchased.)

MAINTENANCE & SUPPORT SERVICES - PBR SYSTEM HARDWARE
MAXIMUM CONTRACT OBLIGATION: \$ 11,320,017

XII. SPARE PARTS/CONSUMABLES

(Spare parts and other consumables not covered under warranty or under Maintenance & Support Services, and that are needed by County for use of the PBR System, including County minor services per Exhibit C.)

PRODUCT PART/SKU #	DESCRIPTION	QTY	UNIT COST	SUBTOTAL	SALES TAX	TOTAL COST
The following is a list of what ES&S believes to be the most commonly used spare parts and consumables:						
	Head Phones (Sony)	1	\$45.00	\$45.00	\$3.71	\$48.71
*	80mm Thermal Printer	1	\$390.00	\$390.00	\$32.18	\$422.18
*	82.55mm Thermal Printer	1	\$500.00	\$500.00	\$41.25	\$541.25
*	PS/2 Keyboard, 5 Quad Keys	1	\$55.00	\$55.00	\$4.54	\$59.54
*	Booth Unit to PBR Unit Umbilical Cable	1	\$50.00	\$50.00	\$4.13	\$54.13
	PBR Unit Report Printer Thermal Paper Roll	1	Per quote	Per quote	TBD	Per quote
	Custom Ballot Slip Thermal Paper Roll	1	Per quote	Per quote	TBD	Per quote
	PBR Unit to Ballot Box Security Seal	1	\$0.50	\$0.50	\$0.04	\$0.54
	PBR Unit Access Door Seal	1	\$0.25	\$0.25	\$0.02	\$0.27

* These items are covered under warranty and price shown applies to post warranty period. However, during warranty period, the cost of any such spare parts/consumable replacement required as a result of a loss or damage to the item due to County's negligence or failure to properly care for such item shall be borne by the County.

XIII. SCHEDULE OF PAYMENTS: TASKS AND DELIVERABLES

(NOTE: Title/description of Deliverables below has been condensed. For full detail and responsibilities refer to the corresponding item number in Exhibit C, Statement of Work. Grayed boxes are not available as payment points.

ITEM NO.	SOW DELIVERABLES	TITLE	PAYMENT POINT	DELIVERABLE PRICE	HOLDBACK PERCENT (%)	AMOUNT DUE	SALES/USE TAX	INVOICE AMOUNT
1.0	PROJECT MANAGEMENT							
	1.1	Delivery and acceptance of Project Control Document in MS Project		\$271,300	15%			\$230,605
	1.2	Monthly Updated Project Control Document and Change Control Document						
	1.3	Project Steering Committee meetings & Status Reports						
	1.4	Attendance and Reporting at relevant meetings as requested by County						
2.0	PROJECT STARTUP							
	2.1	List of Third Party Software and copies of licenses thereto with attestation of compliance.						
	2.2	Delivery to County of a copy of the completed escrow deposit certificate with County named as beneficiary						
	2.3	Compliance with SOS escrow process, confirm by delivery to County of a copy of the completed escrow deposit certificate(s)						
3.0	WAREHOUSING							
	3.1	Provide warehouse plan for all required PBR Units including layout plan, environmental plan, electrical requirements and network requirements.						

ITEM NO.	SOW DELIVERABLES	TITLE	PAYMENT POINT	DELIVERABLE PRICE	HOLDBACK PERCENT (%)	AMOUNT DUE	SALES/USE TAX	INVOICE AMOUNT
Phase I								
4.0	COUNTY EQUIPMENT MODIFICATION/ ACQUISITION							
	4.1	Completed list of hardware modification or hardware to be acquired						
	4.2	Completed delivery schedule						
	4.3	Completed delivery of modified or acquired equipment on schedule.						
5.0	THIRD-PARTY HARDWARE AND SOFTWARE SPECIFICATION							
	5.1	Delivery of 3 rd party hardware specifications and delivery timelines, if any						
	5.2	Delivery of 3 rd party software specifications and delivery timelines, if any						
6.0	PBR SYSTEM DELIVERY AND ACCEPTANCE							
	(Note: Payment will occur as Units are delivered and accepted by County per delivery schedule and Project Control Document.)							
	6.1	Acceptance tests and test plans to be used during acceptance of any PBR System hardware						
	6.2	Receipt and acceptance of 6 or more demo PBR Units.		\$26,982				\$26,982
	6.3	Receipt and acceptance of 4 PBR Units ready for election testing.		\$17,988				\$17,988
	6.4	Receipt and acceptance of remaining PBR System components as required.		\$21,992,670	5%			\$20,893,037
7.0	SYSTEM TESTING AND ACCEPTANCE							
	7.1	Completed test plan and any required import, export, or test files and automated test scripts						
	7.2	Successful election test		\$503,100	15%			\$427,635

ITEM NO.	SOW DELIVERABLES	TITLE	PAYMENT POINT	DELIVERABLE PRICE	HOLDBACK PERCENT (%)	AMOUNT DUE	SALES/USE TAX	INVOICE AMOUNT
8.0	TRAINING							
	(Note: Up to five (5) classes per course. Payment will be made as training occurs.)							
	8.1	County Technical staff training						
	8.2	Poll Worker Instructor training						
	8.3	Hardware Storage, Upkeep and Handling training						
	8.4	Election Day Troubleshooter Instructor training						
9.0	DOCUMENTATION							
	9.1	Provide required manuals, procedures, documentation and Project Administration.		\$135,650	15%			\$115,303
10.0	PBR SYSTEM ACCEPTANCE							
	10.1	PBR System Acceptance Certificate approved by County Project Director		\$1,199,282				\$1,415,879
TASKS AND DELIVERABLES TOTAL: \$24,146,972								

Note: Task 10.1 includes holdback payments in the total Invoice Amount.

County of Los Angeles
Registrar-Recorder/County Clerk

EXHIBIT C

STATEMENT OF WORK

(Revised September 1, 2009)

HAVA Required InkaVote Enhancement

Statement of Work

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I. PURPOSE

The County of Los Angeles Registrar-Recorder/County Clerk (RRCC) is seeking to upgrade their InkaVote Voting System with Help America Vote Act (HAVA) compliant Precinct Ballot Reader (PBR) Units and System containing (i) a means for the disabled, including blind and visually impaired voters, to vote privately and independently at each polling place; (ii) voting error of over-vote checking, and optionally, (iii) under-vote checking. Such PBR System shall be fully integrated with the existing InkaVote System so RRCC continues to have only one voting system in each polling place. The primary goal is to acquire the required number of PBR Units, one per polling location, to meet HAVA requirements. Given the short time frame to accomplish this, the project is being divided up into two phases.

A. Significant Events

Significant Elections affecting the implementation time frame of this offer and the anticipated PBR System Warranty Period are:

November in odd numbered years	UDEL Elections
Even numbered years	June Primary Elections and November General Elections
Special Elections	As scheduled when called

B. Overview of Contractor/County Responsibilities

Contractor shall be responsible for areas related to the proposed PBR System. This includes PBR System and PBR Unit hardware, firmware and software, and their delivery, system development and support.

Contractor shall provide complete Election support to County as specified in the Agreement (including but not limited to Paragraph 12 (PBR System Warranty) and Paragraph 13 (Maintenance & Support Services; Pool Dollars Work) and as specified in Exhibit E (Maintenance & Support Services) of the Agreement).

County is responsible for logistics and operations of all the voting systems including the PBR System and Units.

C. RRCC Technical Operating Environment

The RRCC operates a Microsoft Windows 2000 domain server environment using TCP/IP as the primary network protocol. The Department has standardized software from Microsoft, including Microsoft Office, Microsoft Project, Microsoft Windows 2000 & XP for desktops, Microsoft Windows 2000 Server for servers, and Microsoft SQL Server for database applications. Contractor shall provide all Deliverables and other Work hereunder so as to remain compatible with County's existing IT infrastructure.

Attachments A and B to this Statement of Work provide functional flow charts of how the PBR System fits into the RRCC's InkaVote System. Attachment A shows both the existing Election Day process and the revised Election Day process to be implemented with PBR Units. Attachment B shows the existing process after polls close and the required post-closing process with the PBR System.

II. SCOPE OF WORK

A. Phase I

The PBR System shall integrate with existing and developing RRCC InkaVote System hardware and software. In Phase I, the interface from the InkaVote System to the PBR System is an XML (eXtensible Markup Language) file generated by the InkaVote System. This XML file provides election programming to the PBR System. In Phase I, no data will be passed from the PBR Units or PBR System to the InkaVote System; the InkaVote System will read and tally the physical InkaVote ballots. Phase I also includes the delivery of all PBR System Software and Hardware, including all required PBR Units, as submitted to and certified by the Federal Independent Testing Authority and the California Secretary of State during 2005.

III. TASKS AND DELIVERABLES

All Deliverables require written acceptance and approval by the County in accordance with the Agreement before they shall be considered complete. A *Task/Deliverable Acceptance Certificate* is to be sent to both County Project Manager and County Project Director for the County Project Director's signoff for each Deliverable in each Subtask below. The *Task/Deliverable Acceptance Certificate* should already be signed by Contractor's Project Director prior to being sent to County.

Note: Acceptance of any independent deliverable does not constitute acceptance of the integrated PBR System, see Agreement, Paragraph 5.3 (PBR System Acceptance).

A. Non-Phase Specific

Task 1. Project Management

Contractor shall provide project management for this InkaVote System Enhancement. Contractor shall prepare and submit a project plan as defined in the following Subtasks. County shall thereafter monitor and oversee Contractor's progress on the project based on the approved project plan, this Statement of Work, and the Agreement.

Subtask 1.1

Project Control Document

Contractor shall prepare and provide to County, an initial Project Control Document (in electronic form using MS Project) including Gantt charts at the beginning of the project and periodically updated at status meetings until final System Acceptance. The initial Project Control Document shall contain the following, broken down by project phase:

- A. Project Personnel and organizational chart showing all relevant reporting relationships and a statement of qualification for each assigned person
- B. Detailed work plan and methods for achieving each Task and Deliverable
- C. Project schedule identifying start and end dates for all Tasks and Deliverables required to achieve successful implementation of the project phase
- D. Task and Deliverable end date schedule in chronological order
- E. County hardware modification and delivery schedules
- F. Delivery schedules for PBR Units and all other PBR System components. Initial delivery, for Subtask 6.4, shall begin no later than July 23rd, 2006. Future deliveries shall occur at least weekly and Contractor will deliver no less than 300 units per week. Final delivery and acceptance of all PBR System components must occur no later than September 26th, 2006 (six weeks prior to the November 2006 General Election).
- G. Draft proposed hardware and software specifications and delivery schedules

- H. Draft PBR Unit Acceptance Test Protocols and Procedures
- I. Draft Acceptance Test Failure Plan which provides an agreed upon escalation and remediation plan in the event PBR Units experience an acceptance test failure rate of ten percent (10%) or higher.
- J. Draft PBR System Acceptance Test Protocols and Procedures
- K. Draft Training Plans
- L. Other

Deliverable 1.1

Project Control Document accepted by County.

Subtask 1.2

Coordinate Project and Provide Updates

County shall coordinate and establish in conjunction with Contractor, the schedule for all project Tasks and Subtasks which shall be consistent with Exhibit B (Price and Schedule of Payments). Contractor shall provide sufficient personnel to complete its assigned Tasks and Subtasks as described in the Project Control Document, and report progress to County's Project Director in writing. After the initial Project Control Document is approved by County, Contractor shall update the Project Control Document monthly for Phases I and II, and deliver the updated Project Control Document and Change Control Document to County for review and, if applicable, approval by County's Project Director and County's Project Manager.

Deliverable 1.2

Monthly Updated Project Control Document and Change Control Document

Subtask 1.3

Project Steering Committee Meetings and Reports

A steering committee meeting shall be held at least once a month during Phases I and II, at County headquarters. Contractor's Project Manager shall attend steering committee meetings. At this meeting, Contractor shall report on progress (work done, not done, etc.) via a project status report updated by Contractor. The project status report shall address at least the following items:

- 1) Period covered by the report
- 2) Overview of the reporting period
- 3) Highlights for the period including those Tasks accomplished and those scheduled to be but not accomplished

- 4) Issues to be resolved and issues resolved during the period
- 5) Milestones not met during the period or in danger of not being met shortly thereafter and a detailed discussion of potential impact on ensuing Tasks, milestones and other Work
- 6) Plans for the next period including plans to meet scheduled but unmet milestones
- 7) Pending milestones and any material risks to achieving them
- 8) Outstanding Change Orders and their status
- 9) Updated Project Control Document, Change Control Document and Schedule (Note: Project Control Document and Change Control Document and schedule changes require County approval – see Agreement Paragraph 4.5 (Delivery and Acceptance of Project Control Document)).
- 10) Any other information that County may from time to time reasonably require

Deliverable 1.3

- 1.3.1 Steering Committee meeting attendance
- 1.3.2 Project Status Reports
- 1.3.3 Assist in establishing Steering Committee meeting dates

Subtask 1.4

Other Meetings & Reports

This project is of concern to the Board of Supervisors, the Secretary of State, a committee of County officers and the citizens of the County. As such, there may be other meetings that Contractor shall be required to attend, including some public meetings, at which project status reports may be required from Contractor. County shall try to give Contractor as much advanced notice of these meetings as is reasonably possible.

Deliverable 1.4

Attendance and Reporting at relevant meetings as requested by County.

Task 2. Project Startup

Subtask 2.1

Third Party Software Ownership Interests

Contractor must describe in detail all associated Third Party Software required or utilized by the PBR System and certify that Contractor meets all licensing requirements under the Agreement.

Deliverable 2.1

List of Third Party Software and copies of licenses thereto with attestation of compliance.

Subtask 2.2

Contractor shall place the Source Code for PBR System Software as certified by SOS in an SOS approved escrow facility. Upon signing of Agreement LA County shall be named as beneficiary.

Deliverable 2.2

Delivery to County of a copy of the completed deposit certificate with County named as beneficiary.

Subtask 2.3

Contractor shall be responsible for complying with SOS guidelines for escrow process for certified software naming LA County as beneficiary.

Deliverable 2.3

Delivery to County of a copy of the completed deposit certificate(s).

Task 3. Warehousing

Subtask 3.1

Contractor shall develop a warehouse plan showing optimum layout, environmental requirements, electrical and network requirements for the storage, election preparation, and maintenance of all PBR Units and additional PBR System Hardware.

Deliverable 3.1

Provide warehouse plan for all required PBR Units.

- 3.1.1 Layout plan
- 3.1.2 Environmental plan
- 3.1.3 Electrical requirements
- 3.1.4 Network requirements

B. Phase I

Phase I includes the delivery of all PBR System hardware and software, including all required PBR Units. The hardware and software versions of the PBR System shall be those submitted to and certified by the Federal Independent Testing Authority and the California Secretary of State during 2005.

The PBR System shall integrate with existing InkaVote System hardware and software. This will be accomplished by the InkaVote System generating an .xml interface file which provides election specific data to the PBR System

In Phase I, no data will be passed from the PBR Units or PBR System to the InkaVote System. The InkaVote System will read and tally the physical InkaVote ballots.

Task 4. County Equipment Modification / Acquisition

Subtask 4.1

List hardware items needing modification or acquisition of alternative hardware

Specify the required hardware modifications or alternative hardware acquisition, and provide a schedule for the changes or acquisition so that such equipment shall be ready for use within the same delivery period as the PBR System and PBR Units.

Deliverable 4.1

Completed list of hardware modifications or hardware to be acquired.

Subtask 4.2

Delivery schedule of hardware being modified or acquired

Deliverable 4.2

Completed delivery schedule

Subtask 4.3

Perform modifications specified or acquire alternative hardware as needed.

Deliverable 4.3

Completed delivery of modified or acquired equipment on schedule.

Task 5. Third-party Hardware and Software Specification

Subtask 5.1

Provide the equipment specifications necessary in Phase I, if any, as defined in the Agreement for third party hardware.

Note: County reserves the right to purchase third party PBR System equipment on its own, in a timely fashion, based upon the specifications and timelines provided by Contractor.

Deliverable 5.1

Delivery of hardware specifications and delivery timelines, if any.

Subtask 5.2

Provide the software specifications necessary in Phase I, if any, as defined in the Agreement for third party software.

Note: County reserves the right to purchase third party PBR System software on its own, in a timely fashion, based upon the specifications and timelines provided by Contractor. Once PBR System software is accepted and installed, Contractor is expected to warrant its operation according to the terms of the Agreement.

Deliverable 5.2

Delivery of software specifications and delivery timelines, if any.

Task 6. PBR System Delivery and Acceptance

Subtask 6.1

Prepare acceptance procedures, acceptance tests and test plans.

Deliverable 6.1

Acceptance tests and test plans to be used during acceptance of any PBR System hardware.

- 6.1.1 Physical unit inspection of each component (shipping damage; etc.)
- 6.1.2 Unit Physical Test of basic operations (power; printer; screen; etc.)
- 6.1.3 Unit Logical Test of Demo Election (audio unit function; ballot validation features; etc.)

Subtask 6.2

County requires at least six (6) advance demo PBR Units and other supporting PBR System components delivered within 10 days after the Agreement is signed.

Deliverable 6.2

Receipt and acceptance of six (6) (or more) demo PBR Units and any other required supporting PBR System components in advance.

Subtask 6.3

County desires test use of the PBR Units prior to actual election use. This requires no less than 10 PBR Units and a working PBR System within 30 days of Agreement signing.

Deliverable 6.3

Receipt and acceptance of 10 PBR Units ready for mock election testing – the six demo PBR units from Deliverable 6.2 can fulfill a portion of this deliverable, requiring Contractor to deliver at least four (4) additional units within 30 days of Agreement signing.

Subtask 6.4

All remaining PBR System components shall be delivered to County on the schedule agreed to in the Project Control Document.

Deliverable 6.4

Receipt and acceptance of remaining PBR Units and PBR System components in the required timeframe.

Task 7. System Testing and Acceptance

Using County provided data and working with County staff, Contractor shall conduct Election systems tests of the PBR System and PBR Units working with InkaVote System. County shall determine and provide the data and content of the test election. System tests shall include data import, reports, loading PBR Units, and test-voting, including audio voting. Resolve and correct any errors detected during the tests and re-run as needed. Obtain County staff concurrence the tests were successful.

Subtask 7.1

Prepare acceptance test scripts and test plans for an upcoming election most likely to first utilize the PBR System.

Deliverable 7.1

Complete test plan documentation and any required import, export, or test files and automated test scripts.

Subtask 7.2

Conduct election test defined in Subtask 7.1 for the PBR System working with County systems.

Deliverable 7.2

Successful election test.

Task 8. Training

Provide training in the following areas as requested by County. Training services provided by Contractor, if any, will be compensated in accordance with training fees established in Exhibit B (Price and Schedule of Payments), Section IX (Additional Goods and Services).

Subtask 8.1

Technical Training

Contractor shall train County technical staff on the functions necessary for:

- Generating media for PBR Units
- Proofing PBR System data created
- Importing/loading election data into PBR System
- Checking and validating PBR Unit data
- Performing logic and accuracy checks on PBR System and PBR Unit samples
- Setting PBR Unit for election
- Printing PBR Unit zero-count and other reports
- PBR Unit closing election
- Extracting data from PBR Units
- Any other procedures and/or maintenance items required to prepare PBR System and PBR Units for an election and keep them up to date and in good working order

Deliverable 8.1

- 8.1.1 Develop a training plan for County Technical Training covering each subject area described in Subtask 8.1, to be approved by County prior to conducting any training in accordance therewith
- 8.1.2 Deliver training for County Technical staff

Subtask 8.2.

Poll Worker Instructor Training

Contractor shall provide qualified staff to train the RRCC Instructors in their preparation for training the over 20,000 poll workers needed for a major election. Contractor shall provide appropriate training materials to the RRCC Instructors including at least the following:

- 8.2.1 Media:
 - Print materials as electronic Microsoft Word documents

- Demonstrator PBR Unit devices for workers to practice on
- 8.2.2 Topics to be covered in training shall include, but are not limited to:
- Setting up a PBR Unit
 - Turning on and activating the PBR Unit for the precinct(s) to be processed
 - Configuring ballot validation for the precincts to be processed on the PBR Unit – if needed
 - Selecting ballot and activating audio ballot voting on the PBR Unit
 - PBR Unit error handling and recovery
 - PBR Unit closing procedures
 - Procedures for removing the ballot image media from the PBR Unit and returning to RRCC HQ for processing
 - Disassembling the PBR Unit and packing it for transportation

Deliverable 8.2

- 8.2.1 Develop a training plan to train the RRCC Instructors (Train-the Trainer) as described in *Subtask 8.2*, to be approved by County prior to conducting any training in accordance therewith
- 8.2.2 Deliver training for the RRCC Instructors

Subtask 8.3

Hardware Storage, Upkeep & Handling Training

Contractor shall provide a list of operator maintenance functions and provide a training plan to RRCC Instructors for use in training County personnel to perform these functions. Contractor shall include all storage, handling, basic preventive maintenance (e.g. oil/change castors) and major repair aspects of the PBR Units. This shall include the following: operation and repair manuals check sheets, and charts or diagrams, as needed for the proper and continued maintenance and repair of the PBR Unit Hardware. Additional areas to be covered in the training plan shall include:

- Procedures needed to remove PBR Units from storage and prepare them for election use
- Instructions for PBR Unit transportation and assembling PBR Units for election use
- Instructions for PBR Unit break down at the poll, preparations for PBR Unit return transport, and preparations for the return of PBR Units to storage

- Spare parts inventory and price listing for County including any parts not covered in the Agreement
- Any other procedures for proper use and/or storage of the PBR Units
- Instructions and procedures for repairs to all parts of the PBR Units

Deliverable 8.3

- 8.3.1 Develop a training plan for the RRCC Instructors as described in *Subtask 8.3*, to be approved by County prior to conducting any training in accordance therewith
- 8.3.2 Deliver training for RRCC Instructors

Subtask 8.4

Election Day Troubleshooter Instructor Training

Contractor must provide materials RRCC Instructors for training Election Day Troubleshooters in troubleshooting, repair and all operational aspects of the PBR Units, and train RRCC Instructors to provide this training. Contractor must provide appropriate training materials, including but not limited to the following:

- 8.4.1 Materials:
 - Print materials as electronic Microsoft Word documents
- 8.4.2 Topics to be covered in training will include, but are not limited to all items listed in Subtask 8.2.2, plus the following:
 - PBR Unit repair and troubleshooting

Deliverable 8.4

- 8.4.2 Deliver training materials to RRCC Instructors

Task 9. Documentation

Contractor shall deliver complete documentation for the operation and maintenance of the PBR Units and PBR System with version numbers and dates as electronic documents in Microsoft Word format.

Subtask 9.1

Documentation shall include, but is not limited to the following:

- Operations manuals, in electronic form, including any necessary charts or diagrams for all components of PBR System
- Storage procedures for PBR Units
- Maintenance activities for PBR System and PBR Units

- Preparation of PBR System and PBR Units for election use
- Supplies used during the election cycle and estimates of quantities needed for each item by PBR Unit and PBR System
- Electronic copy of the California Secretary of State approved procedures for use and any limitations placed upon the PBR System and/or PBR Units

Deliverable 9.1

Provide required electronic manuals, procedures, and documentation to County staff.

Task 10. PBR System Acceptance

Achievement of PBR System Acceptance requires the Contractor to successfully complete all subtasks and County to have accepted all deliverables of the subtasks beginning with Task 2 through, and including, Task 9.

Subtask 10.1

Contractor prepares a PBR System Acceptance Certificate which identifies the date each Task/Deliverable Acceptance Certificate was approved by County beginning with Task 2 through, and including, Task 9.

Deliverable 10.1

PBR System Acceptance Certificate approved by County Project Director.

C. Additional Goods & Services / Pool Dollars

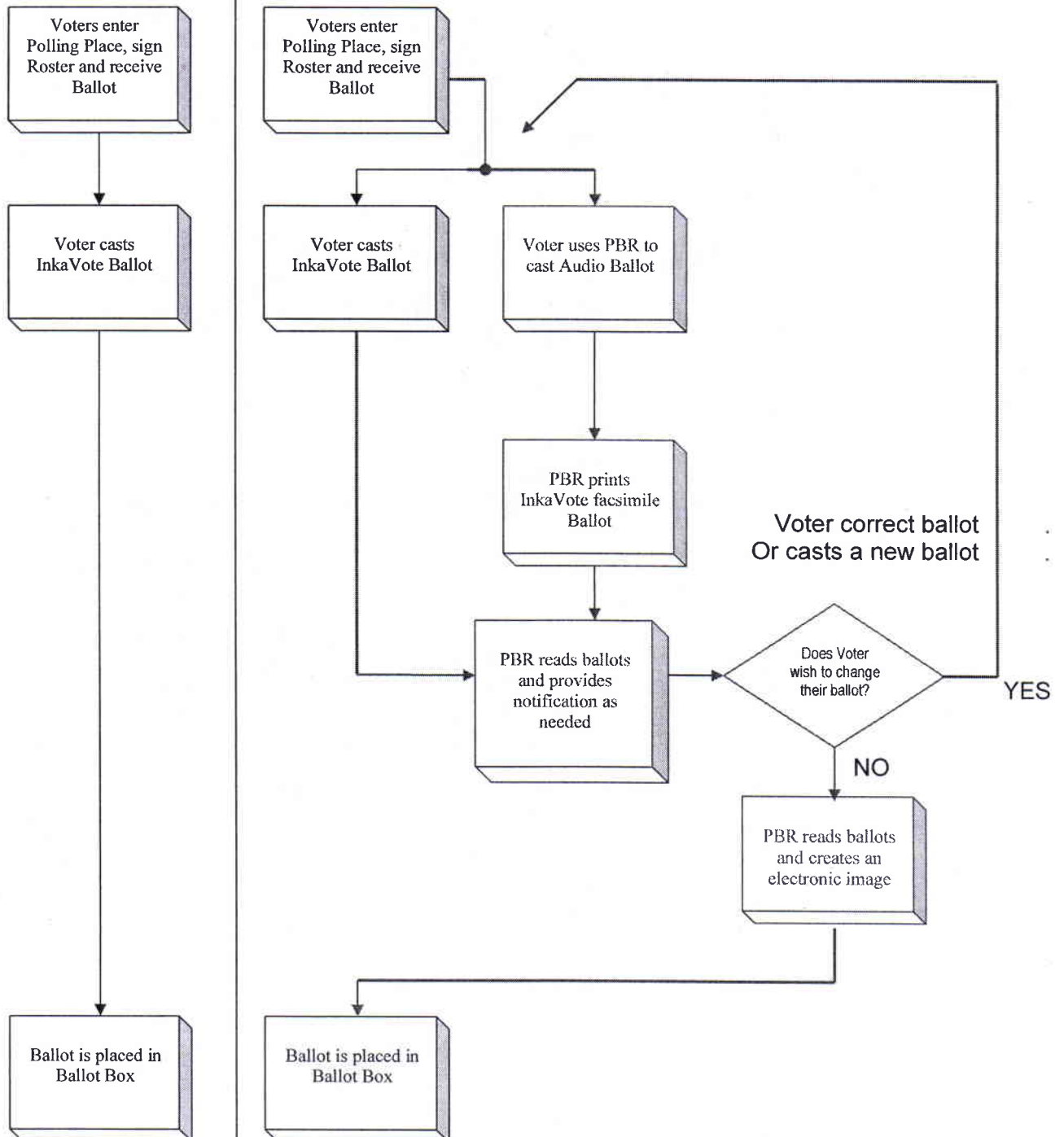
The Pool Dollars are to be used to fund additional goods and services not specified in the Agreement because they were unknown or not anticipated at that time and are beyond the functionality required by County or specified by Contractor hereunder. These Additional Goods and Services will be requested through Change Orders. The Change Order or its response will specify the task(s) and deliverable(s) associated with each Change Order. A deliverable under any Change Order shall be processed as though it was a specified deliverable in the Agreement and accepted by County only in the same manner. Each Change Order shall be numbered sequentially and the associated deliverable shall contain that number.

Attachment A

ELECTION DAY – 7 am until Polls close

Current Process

Process with PBR



Attachment B

ELECTION DAY – After Polls close

